

EXHIBIT A
MAP OF LICENSED PREMISES



Licensed Land

SCALE: 1"=200'
0 50 100 200

EXHIBIT A
B. A. S. E. / TUFTS
LICENSED LAND

6/25/2020

UMass Campus Planning

SECOND EXTENSION OF LICENSE AGREEMENT

This Second Extension of License Agreement ("Second Extension") is made on December 15, 2020 by and between the University of Massachusetts Amherst ("University") and Boston Area Gleaners ("Licensee").

WHEREAS, University and Licensee entered into an Agreement for Use of Office Facilities at the UMass Waltham Center dated July 31, 2018, for the Premises at 240 Beaver Street in Waltham, Massachusetts ("Agreement").

WHEREAS, Sections 5 and 22 of the Agreement provide that the parties may mutually agree to modifications to the Agreement in writing.

WHEREAS, University and Licensee wish to modify the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, University and Licensee agree as follows:

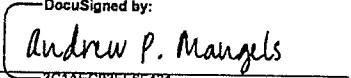
1. TERM: The term of the Agreement shall be extended on a month-to-month basis, terminable by Licensor or Licensee upon thirty (30) days' prior written notice to the other party.
2. FEE: In consideration of the rights granted to Licensee under the Agreement and this Extension, Licensee shall pay to University a fee in the amount of Eight Hundred Thirty-three Dollars and Thirty-three cents (\$833.33) per month.
3. Except as modified hereby, all other parts of the Agreement are ratified, confirmed and approved and shall remain in full force and effect in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Second Extension as of the date first written above.

UNIVERSITY:

UNIVERSITY OF MASSACHSETTS

By: 
3C1AECB93FF6F431...
Name: Andrew P. Mangels
Title: Vice Chancellor for Administration and Finance

LICENSEE:

BOSTON AREA GLEANERS

By: 
Name: Usha Thakrar
Title: Executive Director

FIRST EXTENSION OF LICENSE AGREEMENT

This First Extension of License Agreement ("First Extension") is made on May 15, 2020 by and between the University of Massachusetts Amherst ("University") and Boston Area Gleaners ("Licensee").

WHEREAS, University and Licensee entered into an Agreement for Use of Office Facilities at the UMass Waltham Center dated July 31, 2018, for the Premises at 240 Beaver Street in Waltham, Massachusetts ("Agreement").

WHEREAS, Sections 5 and 22 of the Agreement provide that the parties may mutually agree to modifications to the Agreement in writing.

WHEREAS, University and Licensee wish to modify the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, University and Licensee agree as follows:

1. Section 1 (Reference Data) of the Agreement shall be modified as follows:
 - a. Delete the Mailing Address of the University currently listed and replace same with: "*Steven Goodwin, Whitmore Administration Building Room 347, 181 Presidents Drive, Amherst, MA 01003*".
 - b. Delete the Premises, Permitted Use, and Consideration text following the Mailing Address.
2. Delete the text of Section 2 (Location of the Premises) and replace same with:

"2. PREMISES:

Use of six (6) offices, numbering 201, 203, 211, 212, 213, and 214, all located on the second floor of the main building at 240 Beaver Street, Waltham, MA. In addition, non-exclusive use of the auditorium for long term dry storage. Use of land as shown in Exhibit A to park the Licensee's trucks overnight on the premises."

3. TERM: The term of the Agreement shall be extended through December 31, 2020.
4. FEE: In consideration of the rights granted to Licensee under the Agreement and this Extension, Licensee shall pay to University a fee in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00), payable in advance in monthly installments of Eight Hundred Thirty-three Dollars and Thirty-three cents (\$833.33) per month.
5. Section 12 (Surrender of Premises) is hereby amended by deleting the following language in its entirety: "*However, if the expiration or termination takes place after the onset of the*

Licensee's farming season (January 1st) and is for anything other than a catastrophic event rendering the land unusable or due to misuse on the part of the Licensee, the Licensee shall be allowed to see their full growing season through to completion (Jan through December) before being required to vacate the Premises."

6. Section 12 (Hazardous Materials) is hereby amended to replace "Robert Schrader" with "the University's Environmental Health & Safety Office".
7. Section 15 (Insurance) is hereby amended to add the following to the end of the section: "All certificates of insurance from Licensee shall list the University as an additional insured."
8. Section 22 (Miscellaneous Provisions) is hereby amended by placing an "X" next to Exhibit A to indicate inclusion of same. Exhibit A showing land licensed is hereby attached and incorporated herein by reference.
9. Except as modified hereby, all other parts of the Agreement are ratified, confirmed and approved and shall remain in full force and effect in accordance with its terms.

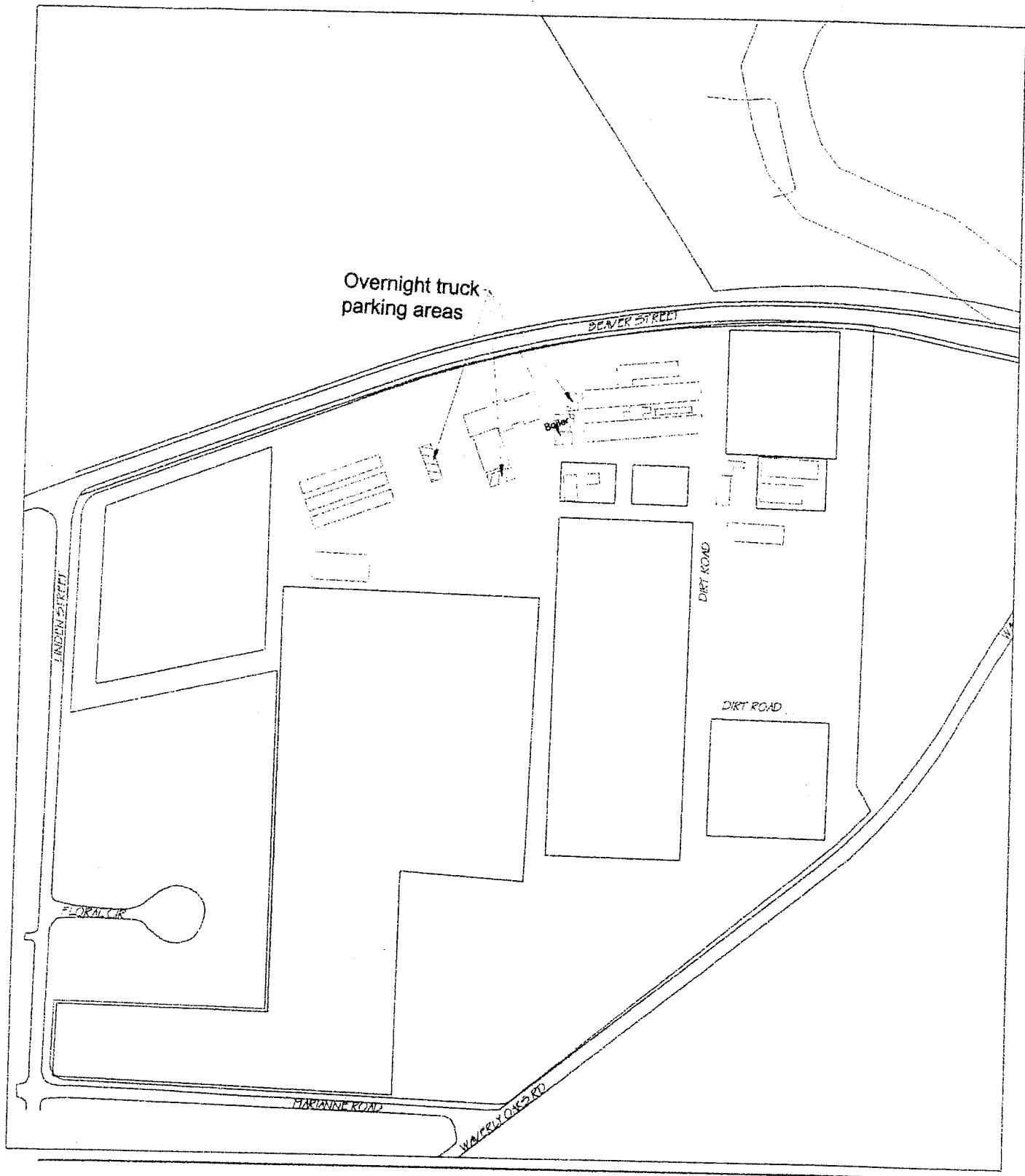
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

UNIVERSITY:
UNIVERSITY OF MASSACHSETTS

DocuSigned by:
By: Andrew P. Mangels
Name: ^{3C1AEC98FF8E131} Andrew P. Mangels
Title: Vice Chancellor for Administration and Finance

LICENSEE:
BOSTON AREA GLEANERS

By: Usha Thakrar
Name: Usha Thakrar
Title: Executive Director



Licensed Land

SCALE: 1"=200'
0 50 100 200

WALTHAM STATION

BOSTON AREA GLEANERS

EXHIBIT A - LICENSED LAND

5/14/2020



UMass Campus Planning